

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
NEWPORT NEWS DIVISION**

**In re: JAMES THOMAS WILSON
Debtor**

**Case No. 21-50025-FJS
Chapter 13**

ONEMAIN FINANCIAL GROUP, LLC.

Plaintiff,

v.

Adv. Pro. No. 21-05002-SCS

**JAMES THOMAS WILSON
Defendant.**

ANSWER TO COMPLAINT TO DETERMINE DISCHARGEABILITY OF DEBT

COMES NOW, James Thomas Wilson (“Defendant” or “Debtor”), by counsel, and files this Answer to Complaint filed by OneMain Financial Group, LLC. (“Plaintiff”), and states as follows:

Parties and Jurisdiction

1. Admit.
2. Admit.
3. Admit.
4. Admit.

Factual Background

5. Admit.
6. Admit.

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7. Admit.

8. Admit.

9. Admit.

Count I

10. Defendant's responses to Paragraphs 1 through 9 are hereby restated and incorporated by reference.

11. This paragraph makes no affirmative allegation and merely is a recitation of a Code section. To the extent it implies improper conduct and/or intent on the part of the Defendant, it is denied.

12. This paragraph makes no affirmative allegation and merely cites to case law. To the extent it implies improper conduct and/or intent on the part of the Defendant, it is denied.

13. Admit.

14. Admit.

15. The schedules speak for themselves. Defendant believed that he would be able to make the monthly payment called for pursuant to the terms of the loan and the allegation that it was unlikely that he would have been able to make the payment is denied.

16. The schedules speak for themselves. The Defendant did use the proceeds of the loan to pay bills and other financial obligations. To the extent this allegation asserts improper conduct and/or intent by the Defendant, it is denied.

17. Deny.

18. Deny. OneMain did not justifiably rely upon the Debtor's loan application. The Loan Application gave OneMain authority to make credit inquiries and there is not assertion that they took any steps to evaluate the Debtor's credit beyond the Loan Application.

19. Deny.

Count II

20. The responses to Paragraphs 1 through 19 are hereby restates and incorporated here.

21. This paragraph makes no affirmative allegations and merely recites a Bankruptcy Code section. To the extent it implies improper conduct and/or intent on the part of the Defendant, it is denied.

22. The Loan Application speaks for itself. To the extent this allegation implies improper conduct or intent on behalf of the Defendant, it is denied.

23. The schedules and loan application speak for themselves. The Loan Application asks for a listing of loans and the Debtor did fill this part of the Application out. The application does not ask for information regarding taxes. Further, the debtor believed certain accounts to be so old as not be active debts. In small print on the Application, there is language that the Debtor listed all obligations owed. However, in his mind, he had properly filled out the application. Defendant denies any intent to make a material misrepresentation.

24. The Defendant's Schedule J and the Loan application speak for themselves. Deny and improper conduct and/or intent by the Defendant.

25. Deny that OneMain reasonably relied on the Debtor's representations in making the loan. The Loan Application was filled out online and there is no assertion of any due diligence by OneMain in verifying net income or any other aspect of the Debtor's financial situation.

26. Deny.

27. Deny.

WHEREFORE, Defendant prays that the Court dismiss Plaintiff's Complaint and for such other and further relief as to the Court may deem necessary and appropriate.

JAMES THOMAS WILSON

/s/ Barry W. Spear
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CERTIFICATE OF SERVICE

I hereby certify that a copy of this Answer was sent via CM/ECF to Trevor Reid, counsel for Plaintiff, on May 24, 2021.

By: /s/ Barry W. Spear
Counsel for Debtor/Defendant